

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

Shuronda Jett,)
Plaintiff,) No.: 2019 CV 003936
v.)
)
Manchester Knolls Cooperative, Kirkpatrick)
Management Company and Chris Price,)
)
Defendants.)

**ANSWER TO COMPLAINT FOR INJUNCTIVE RELIEF AND DAMAGES
AND AFFIRMATIVE DEFENSES**

Now come Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, by Robert S. Pinzur and Pinzur, Cohen & Kerr, Ltd., their attorneys, answering Plaintiff's Complaint For Injunctive Relief and Damages (hereinafter referred to as "Complaint") and states:

1. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, deny the allegations set forth in paragraph 1 of Plaintiff's Complaint.
2. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, deny the allegations set forth in paragraph 2 of Plaintiff's Complaint and affirmatively states said property is a co-op.
3. There is no paragraph 3 in the Complaint served upon Defendants and, therefore, Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, deny and make no answer to the allegations set forth in paragraph 3 of Plaintiff's Complaint
4. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, admit the allegations set forth in paragraph 4 of Plaintiff's Complaint
5. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, have insufficient knowledge to admit or deny the allegations set forth in paragraph 5 of Plaintiff's Complaint and, therefore, demand strict proof thereof.
6. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, admit the property is in North Chicago, Illinois, but deny North Chicago

is in Cook County, Illinois pursuant to paragraph 6 of Plaintiff's Complaint.

7. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, admit the allegations set forth in paragraph 7 of Plaintiff's Complaint.
8. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, admit the allegations set forth in the second paragraph 6 of Plaintiff's Complaint which should have been numbered as 8.
9. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, deny the allegations set forth in the second paragraph 7 of Plaintiff's Complaint which should have been numbered 9.
10. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, have insufficient knowledge to admit or deny the allegations set forth in paragraph 8 of Plaintiff's Complaint and, therefore, demand strict proof thereof.
11. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, deny there was a lease Agreement, but affirmatively state it was an Occupancy Agreement, and have insufficient knowledge to admit or deny the remaining allegations set forth in paragraph 9 of Plaintiff's Complaint and, therefore, demand strict proof thereof and affirmatively states the Occupancy Agreement speaks for itself.
12. There is no paragraph 10 in the Complaint served upon Defendants and, therefore, Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, deny and make no answer to the allegations set forth in paragraph 10 of Plaintiff's Complaint
13. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, have insufficient knowledge to admit or deny the allegations set forth in paragraph 11 of Plaintiff's Complaint and, therefore, demand strict proof thereof.
14. The Occupancy Agreement is not attached to the Complaint and, therefore, Defendants make no answer thereto to paragraph 12 of the Complaint.
15. The Occupancy Agreement is not attached to the Complaint and, therefore, Defendants make no answer thereto to paragraph 13 of the Complaint.
16. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management

Company, have insufficient knowledge to admit or deny the allegations set forth in paragraph 14 of Plaintiff's Complaint and, therefore, demand strict proof thereof.

17. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, have insufficient knowledge to admit or deny the allegations set forth in paragraph 15 of Plaintiff's Complaint and, therefore, demand strict proof thereof.
18. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, deny the allegations set forth in paragraph 16 of Plaintiff's Complaint.
19. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, deny the allegations set forth in paragraph 17 of Plaintiff's Complaint.
20. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, deny the allegations set forth in paragraph 18 of Plaintiff's Complaint.
21. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, deny the allegations set forth in paragraph 19 of Plaintiff's Complaint as Defendants were then in the process of repairing said unit.
22. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, deny the allegations set forth in paragraph 20 of Plaintiff's Complaint.
23. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, have insufficient knowledge to admit or deny the allegations set forth in paragraph 21 of Plaintiff's Complaint and, therefore, demand strict proof thereof.
24. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, deny the allegations set forth in paragraph 22 of Plaintiff's Complaint.
25. There is no paragraph 23 in the Complaint served upon Defendants and, therefore, Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, deny and make no answer to the allegations set forth in paragraph 23 of Plaintiff's Complaint
26. There is no paragraph 24 in the Complaint served upon Defendants and, therefore, Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, deny and make no answer to the allegations set forth in paragraph 24 of Plaintiff's Complaint

27. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, have insufficient knowledge to admit or deny the allegations set forth in paragraph 25 of Plaintiff's Complaint as defendants do not know what units Plaintiff is referencing and, therefore, demand strict proof thereof.
28. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, deny the allegations set forth in paragraph 26 of Plaintiff's Complaint as Defendants were then in the process of repairing said unit.

COUNT I - VIOLATION OF 42 U.S.C. SECTION 3604

29. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, repeat and reallege their answers to paragraphs 1 - 26 of the Complaint as if fully stated herein.
30. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, deny the allegations set forth in paragraph 28 of Plaintiff's Complaint.

AFFIRMATIVE DEFENSES

1. Plaintiff failed to attach a copy of the Occupancy Agreement to the Complaint.
2. Plaintiff failed to state a sufficient cause of action.

Wherefore, Wherefore, Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, pray for this Court to deny Plaintiff's Complaint in Count I and other relief deemed appropriate by this Court..

COUNT II - VIOLATION OF 42 U.S.C. SECTION 3605 (B)

29. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, repeat and reallege their answers to paragraphs 1 - 26 of the Complaint as if fully stated herein.
30. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, deny the allegations set forth in paragraph 30 of Plaintiff's Complaint.
31. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, deny the allegations set forth in paragraph 31 of Plaintiff's Complaint.

32. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, deny the allegations set forth in paragraph 32 of Plaintiff's Complaint.
33. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, deny the allegations set forth in paragraph 33 of Plaintiff's Complaint.
34. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, deny the allegations set forth in paragraph 34 of Plaintiff's Complaint.
35. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, deny the allegations set forth in paragraph 35 of Plaintiff's Complaint.
36. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, deny the allegations set forth in paragraph 36 of Plaintiff's Complaint.
37. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, deny the allegations set forth in paragraph 37 of Plaintiff's Complaint.
38. There is no paragraph 38 in the Complaint served upon Defendants and, therefore, Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, deny and make no answer to the allegations set forth in paragraph 38 of Plaintiff's Complaint

AFFIRMATIVE DEFENSES

1. Plaintiff failed to attach a copy of the Occupancy Agreement to the Complaint.
2. Plaintiff failed to state a sufficient cause of action.

Wherefore, Wherefore, Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, pray for this Court to deny Plaintiff's Complaint in Count II and other relief deemed appropriate by this Court..

COUNT III - VIOLATION OF 41 U.S.C. 1981 RETALIATION

39. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, repeat and reallege their answers to paragraphs 1 - 26 of the Complaint as if fully stated herein.
40. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management

Company, deny the allegations set forth in paragraph 40 of Plaintiff's Complaint.

41. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, deny the allegations set forth in paragraph 41 of Plaintiff's Complaint.
42. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, have insufficient knowledge to admit or deny the allegations set forth in paragraph 42 of Plaintiff's Complaint and, therefore, demand strict proof thereof.
43. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, deny the allegations set forth in paragraph 43 of Plaintiff's Complaint.
44. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, deny the allegations set forth in paragraph 44 of Plaintiff's Complaint.
45. There is no paragraph 45 in the Complaint served upon Defendants and, therefore, Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, deny and make no answer to the allegations set forth in paragraph 45 of Plaintiff's Complaint

AFFIRMATIVE DEFENSES

1. Plaintiff failed to attach a copy of the Occupancy Agreement to the Complaint.
2. Plaintiff failed to state a sufficient cause of action.

Wherefore, Wherefore, Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, pray for this Court to deny Plaintiff's Complaint in Count III and other relief deemed appropriate by this Court..

COUNT IV - LOCKOUT

46. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, repeat and reallege their answers to paragraphs 1 - 26 of the Complaint as if fully stated herein.\
47. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, admit the allegations set forth in paragraph 47 of Plaintiff's Complaint.
48. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management

Company, have insufficient knowledge to admit or deny the allegations set forth in paragraph 48 of Plaintiff's Complaint and, therefore, demand strict proof thereof.

49. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, deny the allegations set forth in paragraph 49 of Plaintiff's Complaint.
50. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, deny the allegations set forth in paragraph 50 of Plaintiff's Complaint.
51. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, deny the allegations set forth in paragraph 51 of Plaintiff's Complaint.
52. There is no paragraph 52 in the Complaint served upon Defendants and, therefore, Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, deny and make no answer to the allegations set forth in paragraph 52 of Plaintiff's Complaint.
53. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, have insufficient knowledge to admit or deny the allegations set forth in paragraph 53 of Plaintiff's Complaint and, therefore, demand strict proof thereof.
54. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, have insufficient knowledge to admit or deny the allegations set forth in paragraph 54 of Plaintiff's Complaint and, therefore, demand strict proof thereof.

AFFIRMATIVE DEFENSES

1. Plaintiff failed to attach a copy of the Occupancy Agreement to the Complaint.
2. Plaintiff failed to state a sufficient cause of action.

Wherefore, Wherefore, Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, pray for this Court to deny Plaintiff's Complaint in Count IV and other relief deemed appropriate by this Court.

COUNT V - BREACH OF CONTRACT

55. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, repeat and reallege their answers to paragraphs 1 - 26 of the Complaint as if fully stated herein.

56. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, deny the allegations set forth in paragraph 56 of Plaintiff's Complaint, but affirmatively states there was an Occupancy Agreement.
57. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, have insufficient knowledge to admit or deny the allegations set forth in paragraph 57 of Plaintiff's Complaint and, therefore, demand strict proof thereof.
58. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, deny the allegations set forth in paragraph 58 of Plaintiff's Complaint.
59. There is no paragraph 59 in the Complaint served upon Defendants and, therefore, Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, deny and make no answer to the allegations set forth in paragraph 59 of Plaintiff's Complaint.

AFFIRMATIVE DEFENSES

1. Plaintiff failed to attach a copy of the Occupancy Agreement to the Complaint.

Wherefore, Wherefore, Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, pray for this Court to deny Plaintiff's Complaint in Count V and other relief deemed appropriate by this Court.

COUNT VI - PROMISSORY ESTOPPEL

60. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, repeat and reallege their answers to paragraphs 1 - 26 of the Complaint as if fully stated herein.
61. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, have insufficient knowledge to admit or deny the allegations set forth in paragraph 61 of Plaintiff's Complaint and, therefore, demand strict proof thereof.
62. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, have insufficient knowledge to admit or deny the allegations set forth in paragraph 62 of Plaintiff's Complaint and, therefore, demand strict proof thereof.
63. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management

Company, have insufficient knowledge to admit or deny the allegations set forth in paragraph 63 of Plaintiff's Complaint and, therefore, demand strict proof thereof.

64. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, deny the allegations set forth in paragraph 64 of Plaintiff's Complaint.
65. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, deny the allegations set forth in paragraph 65 of Plaintiff's Complaint.
66. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, deny the allegations set forth in paragraph 66 of Plaintiff's Complaint.

AFFIRMATIVE DEFENSES

1. Plaintiff failed to attach a copy of the Occupancy Agreement to the Complaint.
2. Plaintiff failed to state a sufficient cause of action as Defendants are not liable for the wrongful and/or criminal action of a third party.

Wherefore, Wherefore, Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, pray for this Court to deny Plaintiff's Complaint in Count VI and other relief deemed appropriate by this Court.

COUNT VII - NEGLIGENCE

67. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, repeat and reallege their answers to paragraphs 1 - 26 of the Complaint as if fully stated herein.
68. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, deny the allegations set forth in paragraph 68 of Plaintiff's Complaint.
69. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, deny the allegations set forth in paragraph 69 of Plaintiff's Complaint.
70. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, deny the allegations set forth in paragraph 70 of Plaintiff's Complaint.
71. Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, deny the allegations set forth in paragraph 71 of Plaintiff's Complaint.

AFFIRMATIVE DEFENSES

1. Plaintiff failed to attach a copy of the Occupancy Agreement to the Complaint.
2. Plaintiff failed to state a sufficient cause of action as Defendants are not liable for the wrongful and/or criminal action of a third party.

Wherefore, Wherefore, Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, pray for this Court to deny Plaintiff's Complaint in Count VII and other relief deemed appropriate by this Court.

COUNT VIII - CLAIM AGAINST CHRIS PRICE

72. - 76. No allegations are made against Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, and, therefore, no answer is made thereto.

Wherefore, Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company, pray for this Court to deny Plaintiff's Complaint in Count VIII and other relief deemed appropriate by this Court against Defendants, Manchester Knolls Cooperative and Kirkpatrick Management Company.

Respectfully submitted,

By: s/ Robert S. Pinzur

Robert S. Pinzur

Pinzur, Cohen & Kerr, Ltd.

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